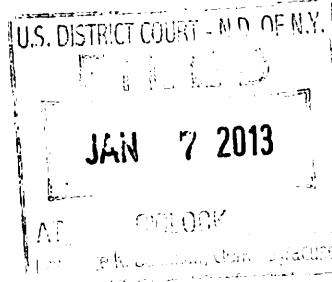


IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK



UNITED STATES OF AMERICA,

Plaintiff,

v.

\$22,700.00 in U.S. Currency,

Defendant.

STIPULATED SETTLEMENT
AGREEMENT
AND
ORDER OF FORFEITURE

CIVIL NO. 1:12-CV-0595
(NAM/RFT)

IT IS HEREBY STIPULATED AND AGREED by and between the plaintiff, United States of America, and its attorney, Richard S. Hartunian, United States Attorney for the Northern District of New York, Gwendolyn E. Carroll, Assistant United States Attorney, of counsel, and Renee L. Litz, Esq., as attorney for the claimant, Sharon Halliburton, that:

WHEREAS, the United States of America filed a Verified Complaint for Forfeiture of the defendant \$22,700.00 in U.S. Currency, in which it alleges that the defendant currency was used in violation of Title 21 U.S.C. §881.

WHEREAS, Sharon Halliburton is the person claiming ownership of seized currency; and

WHEREAS, Gwendolyn E. Carroll states upon information and belief that the known claimant to the defendant property is not in the military service of the United States and is not an infant or incompetent person, and

WHEREAS, the parties desire to settle this matter without the need for further litigation,

NOW THEREFORE, the parties agree as follows:

1. That of the original \$22,700.00 seized, \$9,700.00 shall be forfeited to the United States of America, and the remaining balance of \$13,000.00 shall be returned to the

claimant, Sharon Halliburton, by and through her attorney Renee L. Litz, Esq., via Electronic Funds transfer following completion of an ACH Form.

2. That the claimant, Sharon Halliburton, relinquishes and agrees to forfeit all of her right, title and interest in the \$9,700.00 to the United States of America.

3. That the claimant, Sharon Halliburton, shall sign a release and hold harmless agreement in the form attached hereto.

4. That the claimant, Sharon Halliburton, agrees that she did not substantially prevail in this claim, and each party agrees to bear its own costs and any and all attorneys fees acquired as the result of the seizure are the claimant's responsibility.

5. The United States Marshals Service for the Northern District of New York shall be directed to dispose of the forfeited \$9,700.00 in accordance with law.

6. The United States Marshals Service for the Northern District of New York shall be directed to return the remaining balance of \$13,000.00 to the claimant, Sharon Halliburton. A wire transfer in the amount of \$13,000.00 will be made to claimant's attorney, Renee L. Litz, Esq., on behalf of Sharon Halliburton.

7. The terms and conditions herein represent the whole and complete agreement between the parties, and no other terms, conditions, previous agreements, or memoranda will be demanded, excepted, requested or performed by the parties.

8. This Court shall retain jurisdiction in the cause for the purpose of enforcing the terms of this agreement.

RICHARD S. HARTUNIAN
UNITED STATES ATTORNEY
Northern District of New York

Dated: 12/27/2012

S/Gwendolyn E. Carroll
Gwendolyn E. Carroll, Assistant U. S. Attorney
James T. Foley Courthouse Room 218
445 Broadway
Albany, New York 12207
(518) 431-0247

Dated: 12-18-12-

Sharon Halliburton
Sharon Halliburton

Dated: 12/18/2012

Renee L. Litz
Renee L. Litz, Attorney for claimant
Sharon Halliburton
Litz & Litz Law Firm
143 Clinton Street
Schenectady, New York 12305
(518) 372-3329

ORDER

THIS COURT having before it the Stipulated Agreement of the parties to the above-referenced action, and the parties having agreed to its terms as indicated by their signatures, it is hereby;

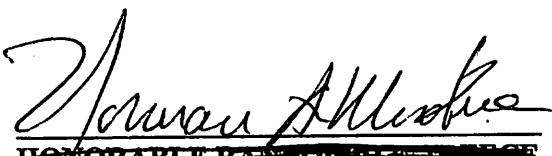
ORDERED, that the sum of \$9,700.00 in U.S. Currency is forfeited to the United States of America, and shall be disposed of in accordance with law by the United States Marshals Service for the Northern District of New York, and it is further;

ORDERED, that the United States Marshals Service for the Northern District of New York, pursuant to the terms set forth above, shall return the remaining balance of \$13,000.00 in U.S. Currency, to the claimant, Sharon Halliburton, by and through her attorney, Renee L. Litz, Esq., Litz & Litz Law Firm, 143 Clinton Street, Schenectady, New York 12305, via wire transfer, and it is further;

ORDERED, that each of the parties bear its own costs, it is further;

ORDERED, that the Clerk of the Court shall enter a judgment of forfeiture to the United States of America in accordance with the terms of this Order.

Dated: January 7, 2013


HONORABLE NORMAN A. MORDUE
U.S. MAGISTRATE JUDGE
Hon. Norman A. MORDUE
U.S. DISTRICT COURT JUDGE

HOLD HARMLESS AND RELEASE AGREEMENT

Property Seized: \$22,700.00 in U.S. Currency

Released To:

Name: Sharon Halliburton

Address: 1055 University Ave City: Schenectady
State NY Zip: 12308
Telephone No. 518-986-6312

In consideration of the return of \$13,000.00 of the \$22,700.00 in United States Currency seized, I, Sharon Halliburton, hereby release and forever discharge the United States, Department of Justice and Drug Enforcement Administration and their officers, agents, servants and employees, their heirs, successors, or assigns, from any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims and/or demands whatsoever in law or equity which, I, Sharon Halliburton, or my heirs, successors, or assigns ever had, now have, or may have in the future in connection with the detention, seizure and/or release by agents of the Department of Justice, of the above listed property.

I, Sharon Halliburton, further agree to hold and save the United States, its officers, agents, servants and employees, their heirs, successors, or assigns, harmless from any claims by any other, including costs and expenses for or on account of any and all lawsuits or claims of any character whatsoever in connection with the detention, seizure, and/or release by agents of the Department of Justice of the above listed property.

Dated: December 18, 2012

BY: Sharon Halliburton
Sharon Halliburton

Witnessed by: Kelley